

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
LUFKIN DIVISION

IN RE:  
JANICE ELAINE WILLIAMS

CASE NO.  
CHAPTER 13

DEBTOR

CHAPTER 13 PLAN

02-92340

JANICE ELAINE WILLIAMS, Debtor, propose this Plan for the adjustment of her debts.

1. Debtor submits to the supervision and control of the Trustee such portion of her future earnings and income as is necessary for the consummation of this Plan.

2. Debtor shall pay in full, in deferred cash payments, all claims which are entitled to priority under Section 507 of the Bankruptcy Code.

3. Beginning 30 days from the date the Chapter 13 Plan was filed, Debtor will pay to the Trustee \$380.00 each month for 60 months, to be distributed in the following manner:

A. The Trustee shall be paid \$38.00 each month for 60 months.

B. Debtor's attorney shall receive \$300.00 for 5 months beginning August 10, 2002, until a total of \$1,500.00 is paid.

C. Conseco Finance, which holds a first lien on Debtor's 1988 Liberty 28'x52' Mobile Home, shall be paid \$13.89 for 55 months beginning January 10, 2003, including interest at 8%, to bring current the prepetition delinquencies in the amount of \$638.00.

D. Ford Motor Credit, which holds a first lien on Debtor's 1999 Ford Truck, shall retain its lien, and be paid \$225.69 for 55 months beginning January 10, 2003, for a principal total or value of \$9,925.00, plus interest at 10%, which amounts represent payment of the value of the collateral in full with interest over the life of the Plan. Debtor will further keep the collateral insured during the life of the Plan. The undersecured claim, if any, shall be paid as an unsecured claim as set forth below. This creditor shall release its lien on the collateral securing the debt at such time as all payments have been made as set forth in this paragraph.

E. Huntington State Bank, which holds a first lien on Debtor's 2001 Yamaha ATV, shall retain its lien, and be paid \$69.47 for 55 months beginning January 10, 2003, for a principal total or value of \$3,190.00, plus interest at 8%, which amounts represent payment of the value of the collateral in full with interest over the life of the Plan. Debtor will further keep the collateral insured during the life of the Plan. The undersecured claim, if any, shall be paid as an unsecured claim as set forth below. This creditor shall release its lien on the collateral securing the debt at such time as all payments have been made as set forth in this paragraph.

F. Gallery Furniture, c/o Citifinancial Retail, which holds a first lien on Debtor's furniture, shall retain its lien, and be paid \$9.80 for 55 months beginning January 10, 2003, for a principal total or value of \$450.00, plus interest at 8%, which amounts represent payment of the value of the collateral in full with interest over the life of the Plan. Debtor will further keep the collateral insured during the life of the Plan. The undersecured claim, if any, shall be paid as an unsecured claim as set forth below. This creditor shall release its lien on the collateral securing the debt at such time as all payments have been made as set forth in this paragraph.

G. Sears Credit, which holds a first lien on Debtor's washer, shall retain its lien, and be paid \$3.27 for 55 months beginning January 10, 2003, for a principal total or value of \$150.00, plus interest at 8%, which amounts represent payment of the value of the collateral in full with interest over the life of the Plan. Debtor will further keep the collateral insured during the life of the Plan. The undersecured claim, if any, shall be paid as an unsecured claim as set forth below. This creditor shall release its lien on the collateral securing the debt at such time as all payments have been made as set forth in this paragraph.

H. Lowe's, which holds a first lien on Debtor's dryer, shall retain its lien, and be paid \$3.27 for 55 months beginning January 10, 2003, for a principal total or value of \$150.00, plus interest at 8%, which amounts represent payment of the value of the collateral in full with interest over the life of the Plan. Debtor will further keep the collateral insured during the life of the Plan. The undersecured claim, if any, shall be paid as an unsecured claim as set forth below. This creditor shall release its lien on the collateral securing the debt at such time as all payments have been made as set forth in this paragraph.

I. The unsecured creditors shall receive in pro-rata amounts all amounts remaining after priority and secured debts are paid.

4. Debtor shall pay the following secured debt outside the Plan:

<u>Secured Creditor</u>	<u>Amount</u>	<u>Collateral</u>
Conseco Finance	\$19,791.00	1988 Liberty 28'x52' Mobile Home

5. Debtor shall return the following collateral to the secured creditor:  
[\*] NONE

6. Debtor shall void the non-purchase money security interest in exempt property under Section 522(f) U.S. Bankruptcy Code for the following creditor, and the debt shall be paid as an unsecured claim for this Plan:  
[\*] NONE

7. Debtor will not incur any post-petition consumer debt except after notice to creditors and approval by the Court and the Standing Chapter 13 Trustee as specified in 11 U.S. C. 1305(c). Post-petition claims will be allowed only as specified in 11 U.S.C. 1305.
8. Upon confirmation of this Plan, the property of the estate shall revert in Debtor.
9. The filing of Debtor's Petition and the Debtor's Plan shall not be construed as a waiver of the Debtor's exemptions as claimed by her in her schedule of exemptions on file herein, as allowed by law.

DATED: July 5, 2002

  
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JANICE ELAINE WILLIAMS

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IN RE:


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CASE NO.  
CHAPTER 13

DEBTOR

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the attached Chapter 13 Plan Summary has this 8th day of July 2002, been mailed by Regular U.S. Mail to Janice Elaine Williams, Debtor, Rt. 7 Box 3910, Lufkin, Texas 75904, to Mr. Michael Gross, Trustee, P.O. Box 7097, Tyler, Texas 75711, and to all creditors and parties in interest. This service complies with Local Rules of Bankruptcy Procedure 9013(f).

  
\_\_\_\_\_  
ALLEN T. GREGORY

## Chapter 13 Plan (SUMMARY)

Debtors: Janice Elaine Williams  
460-81-7501

CASE NO. \_\_\_\_\_

1st PAYMENT DUE BY: 10-Aug-02

Address: Rt. 7 Box 3910  
Lufkin, TX 75904

ATTORNEY: Allen T. Gregory

## H&amp;W Monthly

TAKE HOME PAY:	\$1,600.00	EXPENSES:	\$1,220.00	SURPLUS:	\$380.00
PLAN PAYMENT:	Debtor(s) to pay:	\$380.00	per mo.	NO. OF MOS:	80
	Base amount:	\$22,800.00	(monthly pymt. X no. of months)		

HOME MORTGAGE: Regular mortgage payments on all liens to be "DIRECT" by debtor(s)  
beginning Jul-02 (month and year); arrearage to be paid by Trustee as follows:

	Creditor	Total Arrearage	Through Mo. & Yr.	Annual % Rate	Monthly Plan Pymt.	Starting Date	# of Months
FIRST	Conseco Finance	\$638.00	Jun-02	8%	\$13.89	10-Jan-03	55

## SECOND

Secured Creditors:  
Retain Lien 11 USC  
325 (a)(5)(B)(i)

	Description Collateral	Schedule Amount	Value of Collateral	Annual % Rate	No. of Months	Code #	Total Paid
Conseco Finance	1988 Liberty Mobile Home	\$19,791.00	\$19,791.00			3	
Ford Motor Credit	1999 Ford Truck	\$13,400.00	\$9,925.00	10%	55	1	\$12,412.95
Huntington State Bank	2001 Yamaha ATV	\$3,305.00	\$3,190.00	8%	55	1	\$3,820.85
Gallerly Furniture, c/o Citifinancial Retail	Furniture	\$1,803.00	\$450.00	8%	55	1	\$539.00
Sears Credit	Washer	\$1,513.00	\$150.00	8%	55	1	\$179.85
Lowe's	Dryer	\$344.00	\$150.00	8%	55	1	\$179.85

(ANY DEFICIENCY WILL AUTOMATICALLY BE "SPLIT" AND INCLUDED IN UNSECURED.)

1 - Monthly Plan Payment 2 - Pro Rata 3 - Pay Direct 4 - Surrender for Value

Priority Creditors	Scheduled Amount	Monthly Plan Payment	Starting Date	Number of Months
Trustee	\$ 2,280.00	\$ 38.00	10-Aug-02	80
Allen T. Gregory, Atty.	\$ 1,500.00	\$ 300.00	10-Aug-02	5

Special Class (Name)	Basis for Classification	Scheduled Amount	Monthly Plan Payment
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(co-debtor, student loan, hot check, etc.)

Undersecured Creditors:

Pay greater of \_\_\_\_\_% of these claims, or pro rata share of "Base Amount"  
shown above, after above claims are paid

Amount

Total Unsecured Debt: \$ 4,060.00

Check here if additional information appears on reverse side.

Angelina CAD  
P.O. Box 2357  
Lufkin, TX 75902

Dr. Gary Randall  
#1 Medical Ctr. Blvd.  
Lufkin, TX 75904

Angelina County TAC  
P.O. Box 1344  
Lufkin, TX 75902

First Choice Power  
P.O. Box 901088  
Fort Worth, TX 76101-2088

Atty Gen TX Tax Div Bkrptcy  
Capitol Station  
Box 12548  
Austin, TX 78711

Ford Motor Credit  
P.O. Box 152271  
Irving, TX 75015-2271

Bank of America Credit  
P.O. Box 53132  
Phoenix, AZ 85072-3132

GC Services, Ltd.  
P.O. Box 3724  
Knoxville, TN 37927

Capitol One  
P.O. Box 60000  
Seattle, WA 98190-6000

Gallery Furniture  
c/o Citifinancial Retail  
P.O. Box 221309  
Charlotte, NC 28222

Clear Lake Family Physicians  
14903 El Camino Real  
Houston, TX 77062

Huntington State Bank  
P.O. Box 1090  
Huntington, TX 75949

Conseco Finance  
P.O. Box 6172  
Rapid City, SD 57709-6172

IRS  
Austin, TX 73301

IRS - Insolvency Section  
STCP 5022 - EOJ  
1919 Smith  
Houston, TX 77002

Sear's Credit  
P.O. Box 818017  
Cleveland, OH 44181-8017

Lowe's  
P.O. Box 105985  
Atlanta, GA 30353-5985

State Comptroller - Texas  
Capitol Station  
Austin, TX 78774

NCO Financial  
P.O. Box 41457  
Philadelphia, PA 19101-1457

Target  
c/o Retailers National Bank  
P.O. Box 59231  
Minneapolis, MN 55459-0231

NW & P  
P.O. Box 30164  
Tampa, FL 33630-3164

Texas Employment Commission  
TEC Bldg., Tax Dept.  
Austin, TX 78778

National Collection Consult.  
P.O. Box 94410  
No. Little Rock, AR 72190

United States Attorney  
Eastern District of Texas  
350 Magnolia, Suite 150  
Beaumont, TX 77701

SW Bell  
P.O. Box 3025  
Houston, TX 77097-0043

Sam's Club  
P.O. Box 105980 Dept. 77  
Atlanta, GA 30353-5980